## REMARKS

### Objection to the Abstract

The applicant has amended the abstract. The objection is now moot.

### Rejections under 35 USC 102

The independent claims (claim 1 " A method for limiting dissemination of content in an online game," claim 6 "A method for limiting dissemination of content transmitted by a server in an online game," and claim 13 "A method for limiting dissemination of content transmitted by a server to a client in an online game") all stand rejected as anticipated by Matsuda et al. (US Patent 6,253,167).

*Independent claim 1*

Claim 1 requires in part:

a) transmitting the goal-activated content to the client upon a client request; and
b) instructing the client to delete goal-activated content stored on the client.

With regards to claim 1, the office action cites Matsuda at (12: 5-10) as supporting the position:

> ... Matsuda further teaches of instructing the client to delete goal activated content stored on the client, wherein the step of deleting the goal-activated content is achieved by substituting a new data parameter in a goal-activated content field, thereby deleting previous records of goal-activated content. (Office action, p. 2).

Operation of Matsuda's system can be understood with reference to FIG. 10 and the passage cited in the office action, which are reproduced below for reference:

FIG. 10
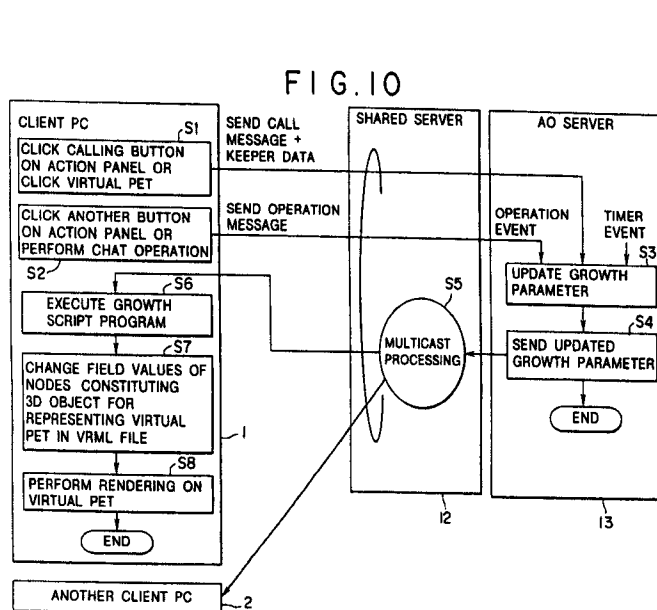


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update processing is performed on the growth parameter control table based on that access event (step S3). Based on this access event, the appetite index, the health index, and the mood index are each incremented by 0.1 point from $\frac{1}{10}$ to $\frac{10}{10}$.

If the feeding button C is clicked for example and a resultant message is sent to the AO server 13 (step S2), the weight, one of the growth parameters, increases operation event occurs, along which the physique index is incremented by 0.1 point from $\frac{1}{10}$ to $\frac{10}{10}$ (step S3).

Then, when the timer event occurs as a result of passing of a predetermined time, the weight, one of the growth parameters, decreases, decrementing the physique index by 0.1 point (step S3).

For example, the growth parameters including this physique index are transferred (step S4) to the client PC 1 of the original keeper and another client PC 2 sharing the virtual space by multicast processing (step S5) of the shared server 12 every time the growth parameters are updated.

The client PC 1 executes the growth script program described with a processing procedure for controlling the autonomous behavior resulted from the virtual pet growth based on the growth parameters (step S6), changes the field values of the nodes constituting the 3D object for representing the virtual pet in the VRML file (step S7), performs rendering on the virtual pet on which the changed field values are reflected (step S8), and displays the rendered virtual pet on the main window of the VRML browser on the CRT monitor screen of the client PC 1.

The office action refers to a "data parameter" being substituted in Matsuda's approach and therefore presumably corresponding to the recited "goal-activated content." It is not clear to what "data parameter" the office action is referring. As discussed below, if the office action proposes to associate either Matsuda's "updated growth parameters" (see step S4) or his "field values of nodes" (see step S7) with the recited "goal-activated content" then Matsuda fails to meet all the limitations of claim 1.

As a preliminary matter, Matsuda neither discloses nor suggests that "growth parameter[s]," which are transmitted to the client PC, are equivalent to "field values of nodes," which the office action may suggest are deleted. According to the specification, growth parameters differ from the "field values of nodes," due to their difference in nomenclature and use. The "growth parameter[s]" are used in the execution of the "growth script program" (step S6). Conversely, the "field values of nodes" constitute "3D object for representing virtual pet in VRML file" (step S7). Moreover, the office action has not identified how the growth parameters (step S4) correspond to or are analogous to the "field values of nodes" (step S7).

Therefore, because "growth parameters" are different from "field values of nodes," it is evident from the portion of claim 1 reproduced above, for claim 1 to be anticipated by Matsuda as the office action apparently proposes, the reference would have to at least disclose either:

  a) <u>transmitting</u> the <u>updated growth parameters</u> to the client, and

  b) <u>instructing</u> the client to <u>delete</u> the <u>updated growth parameters;</u>

or

  a) <u>transmitting</u> the <u>field values of nodes</u> to the client, and

  b) <u>instructing</u> the client to <u>delete</u> the <u>field values of nodes.</u>

But Matsuda does not disclose either of these combination of steps for three reasons.

First, assuming that the office action is associating Matsuda's "growth parameters" with the recited "goal-activated content," Matsuda fails to disclose at least two of claim 1's required elements: instruction and deletion. While the reference may disclose that growth parameters are transmitted (reference S4), it neither discloses nor suggests that the growth parameters are deleted. For example, the specification merely states that "the growth parameters … are transferred to the client PC …" (col. 12, lines 14-15) More importantly, the reference does not disclose that the client is instructed to delete the updated growth parameters.

Second, if it is instead assumed that Matsuda's "field values of nodes" correspond to the recited "goal-activated content," Matsuda still fails to disclose the transmission and deletion of the "field values of nodes." The disclosure may suggest that the "field values of nodes" are deleted since the "field values of nodes" are "change[d]." However, even assuming that changing the "field values of nodes" deletes the prior "field values of nodes," an assumption which the applicant does not concede is true, Matsuda never discloses or suggests that "field values of nodes" are transmitted to the client PC. Instead, according to the reference, the client PC simply "executes the growth script program" and then "changes the field values of the nodes." (col. 12, lines 19-23) Furthermore, the reference neither discloses nor suggests that the client is instructed to delete the "field values of nodes."

Third, regardless of whether goal activated content corresponds to growth parameters or "field values of nodes," Matsuda fails to disclose "*instructing* the client to delete goal-activated content stored on the client." The office action has failed to identify how the client PC is being *instructed* to delete any data and in particular goal-activated content. For example, according to the specification, "the client PC executes the growth script program ... [and] changes the field values of the nodes..." (col. 12, lines 19-23) However, the reference fails to specify that the client is being instructed to perform the actions and not merely self-executing the actions.

### Independent claim 6

For one or more of the reasons set forth above in claim 1, Matsuda does not disclose "receiving the goal-activated content from the server" and "receiving an *instruction* from the server to *delete* goal-activated content" (emphasis added).

### Independent claim 13

For one or more of the reasons set forth above in claim 1, Matsuda does not disclose "the server *transmitting* the goal-activated content to the client" and "the server *instructing* the client to *delete* goal-activated content" (emphasis added).

### Other amendments

Claims 1 and 6 have been amended to remove periods within the claims.

New claims 21-23 has been added. The added claims are supported at least by an embodiment described at paragraphs [0048]-[0049] and FIG. 5 of the specification.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above

may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please apply $350.00 for excess claim fees and the $1020.00 for extension fees along with any other charges or credits to deposit account 06-1050.

Respectfully submitted,

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